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Pernod Ricard Mexico, S.A. de C.V. and Pernod Ricard USA, LLC

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UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

PERNOD RICARD MEXICO, S.A. de C.V.
 and PERNOD RICARD USA, LLC,

Plaintiffs,

vs.

TEQUILA TAZON, INC., and AMERICAN
 WINE DISTRIBUTORS, INC.,

Defendants.

CASE NO. C 07 0968 RMW PVT

**STIPULATION AND ~~PROPOSED~~
 ORDER TO DISMISS THE CASE
 WITH PREJUDICE**

TEQUILA TAZON, INC., a Nevada
 corporation,

Counterclaimant,

vs.

PERNOD RICARD MEXICO, S.A. de C.V.
 and PERNOD RICARD USA, LLC,

Counterdefendants.

Plaintiffs-counterclaim defendants Pernod Ricard Mexico, S.A. de C.V. and Pernod Ricard
 USA, LLC (collectively "Pernod Ricard") and defendant-counterclaim plaintiff Tequila Tazon, Inc.
 ("TTP"), through undersigned counsel, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil

Procedure, jointly stipulate as follows:

1. Pernod Ricard and TTI have reached a confidential settlement.
2. This matter is dismissed with prejudice, each party to bear its own costs.

Further, pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, Pernod Ricard states that with respect to its claims against defendant American Wine Distributors, Inc. ("AWD"), which has not answered or otherwise appeared in this action that:

1. Pernod Ricard and AWD have reached a confidential settlement.
2. This matter is dismissed with prejudice, each party to bear its own costs.

The parties further stipulate and agree that the Court shall expressly retain complete jurisdiction to reopen this action for the purpose of enforcing performance of the terms of the settlement reached by the parties, including, but not limited to, the Confidentiality Obligations (as such term is defined therein), and each party consents to the jurisdiction of this Court for said purposes

Dated: August 15, 2008

ARNOLD & PORTER LLP

By:



Sharon Douglass Mayo (Bar No. 150469)
John Maltbie (Admitted *Pro Hac Vice*)
Attorneys for Plaintiffs-Counterclaim
Defendants Pernod Ricard Mexico, S.A. de C.V.
and Pernod Ricard USA, LLC

Dated: August 14, 2008

BUSINESS & TECHNOLOGY LAW GROUP

By:



Stephen N. Hollman (Bar No. 055219)
Attorneys for Defendant-Counterclaim-Plaintiff
Tequila Tazon, Inc.

Dated: August 21, 2008

SO ORDERED:



Hon. Ronald M. Whyte, U.S.D.J.